



STATE OF LOUISIANA  
INVITATION FOR BID

PROPOSAL NO.: WC-18

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PROPOSAL MUST BE RECEIVED NO LATER THAN

TIME: 10:00 A.M.

DATE: April 26, 2006

FOR INFORMATION CONTACT: Melissa Harris

PHONE NUMBER: (225) 342-8414

This document constitutes an invitation to submit sealed bids, including prices, from qualified individuals and organizations to furnish those services and/or items described herein.

Proposals **must** be mailed to the Office of the Governor, Division of Administration (D0A), Office of Risk Management or hand carried to its offices at 1201 North 3<sup>rd</sup> Street, Claiborne Building, G-192, Baton Rouge, Louisiana 70804-9095.

STATE OF LOUISIANA, LOUISIANA STADIUM AND EXPOSITION DISTRICT, AND SMG/FACILITY MANAGEMENT OF LOUISIANA, INC., A/T/I/M/A

FOR:  
Workers Compensation Coverage

CONTRACT PERIOD:

Policy to be effective for the period of 12:01 A.M. **July 1, 2006** to 12:01 A.M. **July 1, 2007** with two (2) options to renew at the same rates. Bids will be received up to **10:00 A.M., April 26, 2006** by the Administrative Section of the Office of the Governor, Division of Administration, Office of Risk Management, 1201 North 3<sup>rd</sup> Street, Claiborne Building, G-192, Baton Rouge, Louisiana. At the same hour of the same day and date bids will be publicly opened and read in the conference room at the Division of Administration, Office of Risk Management address. Bids received after this time will be returned to the bidder/contractor unopened.

BIDDER/CONTRACTOR INFORMATION/SIGNATURE:

The bidder hereby agrees to provide the insurance coverage and related services, at the prices quoted, pursuant to the requirements of this document and further agrees that when this document is countersigned by an authorized official of the State of Louisiana, a binding contract, as defined herein, **shall** exist between the bidder and the State of Louisiana.

Insurance Agency Name

Signature of Designated Authorized Insurance Agency Representative

Print Name

Title

Mailing Address (Bidding Agency)

Telephone

City

State

Zip Code

THE FOLLOWING SECTION IS FOR STATE OF LOUISIANA USE ONLY

NOTICE OF AWARD

PROPOSAL  
NUMBER:➔

WC-18

This proposal is accepted by the State of Louisiana as follows:

STATE RISK UNDERWRITING SUPERVISOR

STATE RISK DIRECTOR

DATE



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**STATE OF LOUISIANA  
OFFICE OF RISK MANAGEMENT (ORM)**

**PART I**

**TERMS AND CONDITIONS OF AN INVITATION FOR BID**

**1. Terminology of an Invitation for Bid (IFB)**

Throughout this document the words "bidder", "contractor", and "policy" may pertain to one or more bidder(s), contractor(s), or policy(ies).

Whenever the following words and expressions appear in an Invitation for Bid document or any amendment, exhibit, or attachment thereto, the definition or meaning described below **shall** apply.

- 1.1 Authorized** - Is an admitted or non-admitted insurance company (or syndicate of companies) approved by the Commissioner of Insurance to do business in the State of Louisiana.
- 1.2 Bid Close Date and Time and Similar Expressions** - The exact deadline required by the IFB for the physical receipt of bids by the Division of Administration (DOA), Office of Risk Management.
- 1.3 Bidder** - The person or organization that responds to an IFB with a proposal and prices to provide the service, supplies, or equipment as required in the IFB document. **All provisions contained in this solicitation, which are addressed to the bidder, shall apply equally to the contractor.**
- 1.4 Budget Agency or State Budget Agency** - Any unit of state government in the State of Louisiana for which the policy of insurance and service is being purchased by the OFFICE OF RISK MANAGEMENT sometimes hereinafter referred to as ORM.
- 1.5 Buyer** - The procurement staff member of the Office of Risk Management (ORM).
- 1.6 Contractor** - The person or organization who enters into a legally binding contract thereby agreeing to perform a service and/or to furnish supplies or equipment in return for the payment of money and includes the bidding agent or agency and the insuring company whose names appear on the cover sheet and EXHIBIT III of the invitation for bid. **All provisions contained in this solicitation, which are addressed to the contractor, shall apply to the bidder.**
- 1.7 Guaranteed Cost** - Premium charged on a prospective basis, fixed or adjustable, or on a specified rating basis, but never on the basis of loss experience. In other words, the cost is guaranteed to the extent that it will not be adjusted based on the loss experience of the insured during the period of coverage. The rate(s) **must** remain fixed during the contract period.
- 1.8 Invitation for Bid or IFB** - Those procurement documents issued by ORM to potential bidders/contractors for the purchase of insurance coverage and related service as described in the document. The definition includes all attachments, exhibits, schedules, supplemental pages, and/or amendments thereto.
- 1.9 Manuscript Endorsement** - Any unprinted, typed endorsement changing any conditions, agreements, exclusions or warranties of the contract.
- 1.10 Must and Shall** - When these words are used the performance of a certain act is a mandatory condition and **shall** be performed exactly as described.



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- 1.11 Designated Authorized Representative** - When used in regards to the insurance company or an incorporated insurance agency, these words mean an elected corporate officer with power of attorney for the insurance company/agency. The requirements of power of attorney are specified in PART IV, Section 3 of these specifications. When used in regards to an unincorporated insurance agency, these words mean the owner of the agency.

## **2. Open Competition**

It is the intent and purpose of ORM that the Invitation for Bid permits free and open competition. However, it **shall** be the bidder's/contractor's responsibility to advise ORM if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements to a single source or otherwise unduly or unnecessarily prohibits the submission of a bid. The notification **must** be received by ORM within ten (10) calendar days prior to the bid close date and time. Bidders are requested to bring to the attention of ORM any perceived problems with these specifications at the earliest possible opportunity in order to allow clarification or amendment with minimum disruption to the bid process.

## **3. The Invitation for Bid Document (IFB)**

- 3.1** The IFB contains two basic types of requirements and information, although it may be organized into several parts. One type consists of the scope of work (technical requirements) and related contractual commitments with which the bidder/contractor **must** comply if awarded a contract. The other type consists of those basic instructions and procedural requirements which **must** be observed and satisfied by the bidder/contractor when submitting a bid for consideration.

- 3.2** The IFB or a Notice to Bidders is mailed to persons and organizations at the address currently on file with the DOA, Purchasing Section. If any portion of the address is incorrect, the bidder/contractor **must** notify the buyer upon receipt of the document. Any subsequent amendment to an IFB will be mailed to the same address as the original IFB unless otherwise notified.

## **4. Amendments to an Invitation for Bid**

- 4.1** ORM reserves the right to officially modify (or cancel) an IFB after issuance. Such a modification shall be identified as an amendment and numbered in a sequential order as issued.
- 4.2** If bidder/contractor has not received all amendments which have been issued by ORM, it is the bidder's/contractor's responsibility to contact ORM to obtain a copy(ies) of the amendments. If the designated authorized representative of the insurance agency fails to acknowledge receipt of all amendment(s) by signing the amendment(s) in the designated area and returning same with bid response, the bidder's/contractor's submission will not be considered a responsive bid.
- 4.3** The designated authorized representative of the insurance agency may acknowledge the acceptance of the conditions of an amendment by notice to the Office of Risk Management no later than the official bid close date and time. Verbal messages shall not be permitted or considered as an acceptance of an amendment.

## **5. Questions by Bidders/Contractors**

- 5.1** Any questions related to an IFB **must** be directed to the buyer in ORM whose name appears at the top of the form on page 1. Prior to the award of the IFB, the bidder/contractor **shall** not contact nor ask questions of the State agency for which the required insurance is being procured, unless so stated elsewhere in these specifications. **Questions shall be submitted in writing and will be answered in writing in the form of an amendment and forwarded to all vendors who were mailed an IFB.** Any correspondence related to an IFB should refer to the appropriate IFB number, page and paragraph number, etc. However, do not place the IFB number on the outside of the envelope containing questions since such an envelope will be identified as a sealed bid and will not be opened until after the official bid close date and time. Correspondence should be mailed to the Office of Risk Management, P. O. Box 91106, Capitol Station, Baton Rouge, LA 70821-9106, or delivered to State Purchasing's physical address, or faxed to (225) 342-8688.
- 5.2** All questions **must** be received by ORM at least fifteen (15) calendar days prior to the bid opening date. All answers will be mailed to the vendors at least ten (10) calendar days prior to the bid opening date.



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## 6. Instructions for Submission of Bid(s) by Bidders/Contractors

**6.1** A proposal submitted **must** be manually signed in ink by the designated authorized representative of the insurance agency and the insurance company. ORM will accept either the original insurance company designated authorized representative's signature submitted with the bid response or a facsimile copy of the insurance company designated authorized representative's signature on EXHIBIT III in lieu of an original signature. The original of EXHIBIT III containing the insurance company designated authorized representative's original signature **must** be received at ORM's office within ten (10) working days after the bid opening date. Failure to timely submit said original of EXHIBIT III may result in rejection of the bid. Submission of a bid bond in compliance with PART IV, Item 3 of these specifications does not eliminate the requirement of a company and an agency signature; however, the submission of a bid bond allows any authorized person from the company and the agency to sign the invitation in lieu of the designated authorized person.

**6.1.1** The designated authorized representative of the insurance agency **shall** manually sign in ink the following:

**6.1.1.1** Form ORM-02

**6.1.1.2** Any amendments to the specifications

**6.1.2** The designated authorized representative of the insurance company **shall** manually sign in ink the following:

**6.1.2.1** EXHIBIT III

**6.2** All attachments **shall** be returned as follows:

**6.2.1** **Must** contain all information required by the IFB.

**6.2.2** The bid **shall** be priced as required in the IFB.

**6.2.3** **Must** be sealed in an envelope or box with security deposit attached, if required.

**6.2.4** **Must be delivered to the Office of Risk Management – One American Place – 13<sup>th</sup> Floor, 301 Main Street, Baton Rouge, LA and officially clocked in no later than the exact time on the date as specified in the IFB.**

**6.2.5** Entire IFB and Amendment(s) (if applicable) shall be returned except as otherwise provided in these specifications.

**6.3** THE SEALED ENVELOPE OR BOX CONTAINING AN IFB SHALL BE CLEARLY MARKED ON THE OUTSIDE BOTTOM LEFT CORNER WITH THE FOLLOWING:

**6.3.1.** THE OFFICIAL IFB PROPOSAL NUMBER AND FILE NUMBER.

**6.3.2.** THE OFFICIAL CLOSE DATE AND TIME.

**6.4** Please submit your bid with pages numbered in the bottom right-hand corner of each page in the following manner: 1 of 4, 2 of 4, etc.

## 7. Proposal Opening

**7.1** Shortly after the expiration of the official bid close date and time, bids will be opened. The bidders/contractors and the public are invited, but not required to attend the formal opening of bids. Prices will be read aloud to the public. However, no decisions related to an award of a contract **shall** be made at the opening.

**7.2** Due to manpower limitation, buyers shall not repeat prices after an opening via telephone request. Please do not make such requests. However, upon written request a photocopy of the Summary of Quotations shall be mailed to interested bidders/contractors.



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## **8. Late Proposals**

- 8.1** Any bid received by the DOA, Office of Risk Management after the exact bid closing date and time **shall** not be opened and **shall** not be evaluated regardless of the reason and mitigating circumstances related to its lateness or degree of lateness.
- 8.2** It is the bidder's/contractor's sole responsibility to insure that the proposal is physically received and officially clocked in as a sealed document by the DOA, Office of Risk Management in its offices no later than the official close date and time. Late bids shall be returned to bidders/contractors unopened.

## **9. Rejection of Bids**

An invitation for bids, a request for proposals, or other solicitation may be canceled or all bids or proposals may be rejected, if it is determined in writing by the chief procurement officer or his designee that such action is taken in the best interest of the State.

## **10. Public Notice of Awards**

- 10.1** ORM has no facilities for furnishing abstracts of bids; a complete record of all bids is on file in this office subject to inspection of any citizen who is interested in investigating, for any purpose, the record of State purchases.
- 10.2** Bidders are permitted to review competitors' bids and evaluate documents in accordance with the provisions of the Public Record Act, Louisiana R.S. 44:1 et seq. Such review **must** be conducted on site in ORM in accordance with the public records statutes.

## **11. Non-Award of Contract Due to Insufficient Funds**

ORM reserves the right to reject the bid for insurance coverage if the insured(s) does/do not have sufficient funds available with which to pay the premium.

## **12. Contract Resulting From an IFB**

- 12.1** The bidder/contractor is advised that the State of Louisiana does not sign standard contract forms. The IFB document issued by ORM contains signature lines for the designated authorized representative of the insurance agency and of the insurance company which **shall** be signed when submitted as a bid. Immediately below the bidder's/contractor's signature line is a section entitled "Notice of Award" which contains signature lines for officials of the State of Louisiana. To consummate a contract, officials of the State of Louisiana need only to sign the Notice of Award section of the form.
- 12.2** Be aware that the actual contract between the State of Louisiana and the bidder/contractor shall consist of the following documents: (1) IFB and any amendments issued thereto, (2) the proposal submitted by the bidder/contractor in response to the IFB, and (3) the actual policy issued. In the event of a conflict in language between items 1, 2, and 3 referenced above, the provisions and requirements set forth and/or referenced in the IFB shall govern. ORM reserves the right to clarify any contractual relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the IFB and the bidder's/contractor's proposal. In all other matters not affected by the written clarification, if any, the IFB shall govern. The refusal of the bidder/contractor to conform to the provisions and requirements set forth and/or referenced in the IFB shall result in the award of the contract to the new lowest bidder/contractor. The bidder/contractor is cautioned that its proposal shall be subject to acceptance by ORM without further clarification. In the event of any discrepancies between the insurance requirements delineated in these bid specifications and the model policy provided herein, the bid specifications shall govern.



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## **PART II**

### **TECHNICAL SPECIFICATIONS**

#### **1. General Specifications**

- 1.1** The bidder/contractor **shall** provide Workers Compensation coverage for State of Louisiana, Louisiana Stadium and Exposition District, and SMG/Facility Management of Louisiana, Inc., A/T/I/M/A.
- 1.2** The bidder/contractor **shall** agree that underwriting information provided in the schedule is believed to be correct and it **shall** not be considered in any way a warranty by the State and **shall** not impair the rates for the insurance coverage based upon the information provided.
- 1.3** Bids submitted by admitted companies (including reinsurance carriers which desire to submit bids for any coverage layer requested or excess of any coverage layer requested) licensed to do business in the State of Louisiana possessing a **Best's Insurance Reports policyholder's current rating of "A++", "A+", "A" or "A-", with a financial rating of Class VIII or higher or a non-assessable mutual insurance company backed by the full faith and credit of a state in the United States or the United States government will be considered first.** Surplus line companies or unauthorized companies will be considered and accepted only if acceptable bids are not tendered by an admitted company or **a non-assessable mutual insurance company backed by the full faith and credit of a state in the United States or the United States government.** The bidding company **shall** meet the qualifications mentioned above without regard to any cut-through endorsements to a higher company; however, it shall not be necessary that the non-assessable mutual insurance company possess a Best's Insurance Reports policyholder's current rating of **"A++", "A+", "A" or "A-", with a financial rating of Class VIII or higher.** Direct quotations from companies (including reinsurance carriers) **shall** be considered an alternate bid. Mutual companies which write assessable insurance policies are not acceptable and will not be considered for award of the bid.
- 1.4** The contract and policy term **shall** be for the period of time as reflected under EXHIBIT I.
- 1.5** Invoices for policies delivered and accepted **shall** be submitted (in duplicate) by the bidder/contractor on its own form directly to ORM – 1201 North 3rd Street, Claiborne Building, G-192, Baton Rouge, LA 70802.
- 1.6** **Bidder/Contractor shall be required to furnish closure claims settlement notices to ORM, Division of Administration, on all settlements of claims.**

**Bidder/Contractor shall be required to furnish a quarterly report reflecting claims (cumulatively for policy year, not just activity for the quarter) opened and closed and claims reserved and paid per agency by policy year, including all allocated loss adjustment expenses until all claims are closed. Information to be reflected on the quarterly report for each individual claim shall include, but not be limited to, the following:**

- 1.6.6.1** **Dates of loss;**
- 1.6.6.2** **Status of claim (open, closed, reopened)**
- 1.6.6.3** **Brief description of loss;**
- 1.6.6.4** **State agency name;**
- 1.6.6.5** **Amount of claim as indicated below (by coverage code, if applicable)**
  - 1.6.6.1** **Total incurred;**
  - 1.6.6.2** **Amount paid;**
  - 1.6.6.3** **Amount reserved;**
  - 1.6.6.4** **Amount recovered;**
  - 1.6.6.5** **Amount of loss adjustment expenses; and**
  - 1.6.6.6** **Net incurred.**



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- 1.7 All books and records of transactions under this contract **shall** be maintained by the bidder/contractor for a period of five (5) years from the date of the final payment under the contract.
- 1.8 ORM will execute any "A" rate form necessary to enable the underwriter to comply with any premium charge quoted and preclude any violation of rating bureau requirements (if applicable).
- 1.9 The bidder/contractor **shall** make special filings of policy forms with the Louisiana Department of Insurance as needed to comply with coverage requested in these specifications prior to the issuance of the policy.
- 1.10 At the request of ORM, the insurance policy issued to include coverages as reflected in PART IV of these specifications will be revised by way of endorsements to the policy extending or deleting coverage as a result of any changes in units of exposure, if needed.
- 1.11 A bidder/contractor offering a direct sale of insurance to the State should have reduced the policy premium by the amount of the commission which would have been paid, as indicated by Louisiana R.S. 39:1631.
- 1.12 "It **shall** be unlawful for an agent (bidder/contractor) to split, pass on or share with any person, group, organization or other agent, except the State of Louisiana, all or any portion of the commission derived from the sale of insurance to the State..." Louisiana R.S. 39:1632.

## 2. **General Required Endorsements**

The "policy of insurance" as used in this section **shall** mean policy issued by the successful bidder/contractor.

- 2.1 The cancellation provisions of the policy of insurance shall be replaced with the following:
 

**"It is agreed that the guidelines set forth in this policy as regards cancellation of coverage are set aside and shall be inoperative to the extent that they are in conflict with the following verbiage:**

**The insured may cancel the policy by returning it to the company or by giving the company advance notice of the date cancellation is to take effect. The company may cancel or non-renew the policy by mailing to the insured by "Certified Mail, Return Receipt Requested" (at the insured's last known address by the company) written notice of cancellation at least:**

**Thirty (30) days before the effective date of cancellation if cancellation is due to nonpayment of premium; or**

**One hundred-twenty (120) days notice if cancellation or non-renewal is due to any other reason.**

**The company may deliver any notice instead of mailing it. A signed return receipt will be sufficient proof of notice. The effective date of cancellation stated in the notice shall become the end of the policy period."**
- 2.2 The policy of insurance **shall** include this endorsement: **"The insurance provided by Coverage B (Employers Liability) of the policy does not cover bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act or any amendment to the Law."**



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**2.3** The policy of insurance **shall** include this endorsement: **"For the insurance afforded herein, the State Risk Director for the Office of Risk Management/Division of Administration, State of Louisiana is authorized to act for all insureds respecting the giving and receiving of notice of cancellation, non-renewal or material change, receiving any return premium or dividend, and changing any provisions of this coverage. Such notice or changes shall be mailed in care of the Office of Risk Management, Division of Administration, Post Office Box 91106, Capitol Station, Baton Rouge, LA 70821-9106."**

**2.4** The policy of insurance **shall** include this endorsement: **"The policy does not cover bodily injury to a master or member of a crew."**

**2.5** The policy of insurance **shall** include this endorsement: **"The policy shall include officers of the State of Louisiana, Louisiana Stadium and Exposition District, and SMG/Facility Management of Louisiana for Workers Compensation coverage. The premium basis for the policy includes the remuneration of such officers."**

3. **Delivery Dates and Location**

**3.1** The policy of insurance **shall** be received by ORM within forty-five (45) days from the inception date of the policy and **shall** not be delivered to any other State agency.

**3.2** Coverage binder **shall** be received by ORM within five (5) days of the date award is made.

**3.3** Bidder/Contractor shall issue endorsement(s) to any additional insured(s) as requested by the Named Insured.

**3.4** This is a request for a guaranteed cost for a one (1) year policy in effect from July 01, 2006 to July 01, 2007 with two (2) one-year options to renew at the same rates.

4. **Claims Service**

**4.1** The bidder/contractor **shall** provide claims service for the Workers Compensation coverage.

**4.2** The claims service **shall** be responsible for the handling of our claims to their conclusion in a professional manner. Should the contract be terminated, the bidder/contractor **shall** remain responsible for occurrences that take place during the policy period.

**4.3** The bidder/contractor **shall** furnish an adjusting firm, with ORM's concurrence, having qualifications equal to a general adjuster specializing in workers' compensation. The insured **shall** report all losses to the agent-of-record (bidder/contractor).

5. **Rates and Other Relevant Factors**

The bidder/contractor shall provide ORM with the rate(s) per unit of exposure, and other required data, corresponding to premium indicated on EXHIBIT I as regards Workers' Compensation coverage. This information shall be indicated on EXHIBIT II of these specifications.



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### **PART III**

#### **GENERAL CONTRACTUAL REQUIREMENTS**

1. Bidder/Contractor **shall** be bound by the provisions of Louisiana R.S. 39:1551, et. seq., (The Louisiana Procurement Code).
2. Unless otherwise provided by law, a contract for services may be entered into for periods of not more than three years. No contract **shall** be entered into for more than one year unless the length of the contract was clearly indicated in these specifications. At the option of the State of Louisiana and upon acceptance by the bidder/contractor, any contract awarded for one year may only be extended for two additional twelve-month periods -- not to exceed a total contract period of thirty-six (36) months.
3. **Appropriation Dependency Clause**
  - 3.1 The continuation of this agreement is contingent upon the appropriation of funds, to fulfill the requirements of the agreement, by the legislature. If the legislature fails to appropriate sufficient monies to provide the continuation of this agreement, or if a lawful gubernatorial order issued in or for any given fiscal year during the term of this agreement, reducing the funds appropriated in such amounts as to preclude making the payments set out herein, the agreement **shall** terminate on the date said funds are no longer available without any liability incurring onto the State other than to make payment for services rendered prior to the termination date.
  - 3.2 However, the State **shall** be under a duty to make such determination only in good faith, and not arbitrarily and without justification, to cancel this agreement for the sole purpose of acquiring from another vendor other products of comparable quality and value, and the State agrees that it will use its best efforts to obtain approval of necessary funds to fulfill the obligations of this agreement by taking the appropriate action to request adequate funds to continue this agreement.
4. Endorsements extending and/or deleting coverage which are issued to the policy of insurance **must** reflect any increases or decreases in the amount of the bidders'/contractors' compensation (premium) and **shall** serve to modify or amend the premium as reflected on EXHIBIT I of these bid specifications. No other method, and/or no other document, including correspondence, acts and oral communications by or from any person, **shall** be construed as a modification or supplementation of the contract except as herein delineated as regards amendments and endorsements.
5. In the event the company or companies originally contracted with by ORM fail(s) to perform, ORM **shall** allow substitution for such company or companies if the parties sought to be substituted meet other criteria established by these specifications. In the event substitution of company or companies occurs, company signature pages signed by the replacement company or companies **must** also be submitted to ORM.



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## **PART IV**

### **GENERAL BID INFORMATION**

#### **1. Special Instructions to Bidder**

- 1.1** The bidder/contractor **must** respond to this IFB by submitting all data required herein in order for this bid to be evaluated and considered for award. Failure to submit such data **shall** be deemed sufficient cause for disqualification of a bid from further consideration of award.
- 1.2** The bidder/contractor **shall** provide **Workers Compensation coverage which must equal or exceed the coverage provided in the sample policy in SCHEDULE B of these specifications.**
- 1.3** Any change or restriction in conditions, warranties, or exclusions from the sample policy or from these specifications **must** be completely explained in writing and attached to the bid. Any such deviations which provide less coverage than that required in the sample policy and these bid specifications **shall** be considered an alternate quotation. Any such change or restriction **shall** be indicated on EXHIBIT V of these specifications. **Submission of sample policy(ies) shall not be considered to be in compliance with the above stipulations.**
- 1.4** ORM reserves the right to reject any or all bids.
- 1.5** Bidder/Contractor is bound by all of the terms, prices and conditions of its bid for a term of sixty (60) days after bid opening. No bid may be withdrawn prior to the expiration of that sixty (60) day period.
- 1.6** Bids will be awarded by competitive sealed bidding, pursuant to R.S. 39:1594. Only dollar values stated in EXHIBIT I will be considered for award of the bid. The ORM reserves the right to award the bid for the option which provides the highest limit of coverage at the lowest premium within the individual budget agency(ies) allocated funding.
- 1.7** A contract or order resulting from this invitation **shall** be awarded in response to a bid providing the lowest responsible and responsive bid to the State of Louisiana.
- 1.8** Any award of the contract resulting from this invitation **shall** be made by written notification from ORM.
- 1.9** **As respects this bid, company name and signature of designated authorized representative of the insurance company shall be indicated on EXHIBIT III of these specifications. Submission of a bid bond in compliance with PART IV, Item 3 of these specifications does not eliminate the need for a company signature; however, the submission of a bid bond allows any authorized person from the company to sign the invitation in lieu of the designated authorized person.**

#### **2. Pricing Information**

- 2.1** The bidder/contractor **shall** provide a guaranteed cost for services required by the General Bid Information, Item 2.3. These costs **shall** be shown on the forms attached as EXHIBIT I, and EXHIBIT II, which **must** be returned with the proposal along with the entire IFB document.
- 2.2** The bidder/contractor **must** provide other information as required in EXHIBIT I and EXHIBIT II.
- 2.3** The bidder's/contractor's quotation **shall** be based on the following:
  - 2.4.1** **Guaranteed Cost Plan** - Any Proposal submitted by the bidder/contractor **must** be submitted on the form herein provided with the blank spaces filled in showing the annual premium based on the coverages reflected in PART IV of these specifications.

#### **3. Bidder/Contractor Information**

- 3.1** **As regards the insurance company and an incorporated insurance agency, the bidder/contractor shall attach either one of the following (Items 3.1.1 or 3.1.2) to the**



PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	PART IV	*		*	
WC-18	*	GENERAL BID INFORMATION	*	April 26, 2006	*	12 of 20

**proposal:**

**3.1.1 Board resolution or power of attorney (with seal):**

**3.1.1.1** giving the designated authorized representative of the insurance agency authority to tender a premium quotation on behalf of the insurance agency.

**3.1.1.2** giving the designated authorized representative of the insurance company authority to tender a premium quotation on behalf of the insurance company.

**3.1.1.3** giving the designated authorized representative of the insurance agency authority to tender a premium quotation on behalf of the insurance company.

**3.1.2** Bid bond in an amount equal to at least 10% of the Net Annual Installment Premium reflected on EXHIBIT I of these specifications or \$25,000, whichever is more. Bid bonds for 10% of Net Annual Premium can be rounded to the nearest dollar.

**3.2** As regards an unincorporated insurance agency (sole proprietor agency), the bidder/contractor shall attach either one of the following Items (3.2.1 or 3.2.2) to the proposal.

**3.2.1 Notarized affidavit, board resolution or power of attorney (with seal):**

**3.2.1.1** giving documentation from the Louisiana Insurance Department reflecting proof of ownership of the agency.

**3.2.1.2** giving the designated authorized representative of the insurance company authority to tender a premium quotation on behalf of the insurance company.

**3.2.1.3** giving the designated authorized representative of the insurance agency authority to tender a premium quotation on behalf of the insurance company.

**3.2.2** Bid bond in an amount equal to at least 10% of the Net Annual Installment Premium reflected on EXHIBIT I of these specifications or \$25,000, whichever is more. Bid bonds for 10% of Net Annual Premium can be rounded to the nearest dollar.

**3.3** The bidder/contractor **must** submit with its response to this IFB, a certificate of insurance showing proof of errors and omissions coverage on the agent and/or broker with limits of liability of at least \$1,000,000. This errors and omissions coverage **must** be maintained throughout the period of this contract.

**3.4** The bidder/contractor **must** submit a narrative description of the claim service it proposes to provide. The narrative should include, but not necessarily limited to, a description of the claims handling procedures (routine processing) commencing with the date of loss, reaction time on claims and length of time before a claims payment will be made. The bidder/contractor **shall** be held contractually responsible for information provided in EXHIBIT IV.

**4. Insurance Required**

**4.1** The bidder/contractor **shall** provide Workers' Compensation coverage for the State of Louisiana, Louisiana Stadium and Exposition District and SMG/Facility Management of Louisiana, Inc. for the annual period of July 01, 2006 to July 01, 2007 with two (2) one-year options to renew subject to the following:

**4.1.1** ORM requires that the policy of insurance **shall** provide coverage equal to or exceeding the coverage provided in policy forms reflected in SCHEDULE B of these specifications. The policy of insurance **shall** also include the General Required Endorsements reflected



PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	<i>PART IV</i>	*		*	
WC-18	*	<i>GENERAL BID</i>	*	April 26, 2006	*	13 of 20
		<i>INFORMATION</i>				

in PART II of these specifications.

**4.2** The following schedule of coverage **must** be included in the bid quotation:

Coverage A	Statutory Liability
Coverage B	Employers Liability: \$1,000,000 each employee
Coverage C	Voluntary Compensation
Coverage D	Broad Form All-States Endorsement, except those states exempted in the sample policy attached.
Limits of Liability:	\$1,000,000 per employee per accident/disease/occurrence to include ALL employees, including officers, of the Sate of Louisiana, Louisiana Stadium and Exposition District, and SMG/Facility Management of Louisiana, Inc.
Endorsements:	Premium Discount Endorsement, if applicable Interstate Endorsement (or equivalent), if applicable

**5. Underwriting Information**

See the Non-Returnable Section of Schedules A - C



PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	<i>EXHIBIT I</i>	*		*	
WC-18	*	<i>BID QUOTATION FORM</i>	*	April 26, 2006	*	14 of 20

**EXHIBIT I**

**BID QUOTATION FORM**

The bidder/contractor proposes to furnish a policy providing Workers Compensation insurance for the premium stated below for the State of Louisiana, Louisiana Stadium and Exposition District and SMG/Facility Management of Louisiana, Inc., A/T/I/M/A effective for the period of **July 1, 2006 to July 1, 2007 with two (2) one-year options** to renew.

One year Policy with two (2) one-year  
options to renew in the  
Amount Indicated Below

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**Total Annual Installment Premium<sup>1</sup>**  
(including any policy tax, surplus  
tax, policy fees, etc.)

\$

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<sup>1</sup>In the event the percentages of policy tax, or surplus lines tax or other taxes increase due to changed legislation, the bidder(s)/contractor(s) **shall** absorb the increases as the State cannot pay more than the amounts quoted on the successful bid except in the instances of increased coverage.

<sup>2</sup>For explanation refer to PART II - Technical Specifications, Subsection 1, General Specifications, Paragraph 1.10 and PART IV - General Bid Information, Subsection 2, Pricing Information, Paragraph 2.4.  
**Bidder/Contractor must reflect percentage of total premium which will be returned to the State.**



PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	<i>EXHIBIT II</i>	*		*	
WC-18	*	<i>PREMIUM</i>	*	April 26, 2006	*	15 of 20
		<i>RATES</i>				

**EXHIBIT II**

**PREMIUM RATES**

The contractor **shall** indicate below the rate per unit of exposure, and other required data, corresponding to premium indicated on Exhibit I.



PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	<i>EXHIBIT III</i>	*		*	
WC-18	*	COMPANY SIGNATURE	*	April 26, 2006	*	16 of 20
		PAGE				

**EXHIBIT III**

**COMPANY SIGNATURE PAGE**

INSURANCE COMPANY OR COMPANIES TO BE USED AND PERCENTAGE OR LAYER OF COVERAGE TO BE PROVIDED BY EACH: **(If additional space is required supplemental pages that are identified should be attached for insurance company name and signature)**

NOTE: See signature requirements per PART I, Item 6 and PART IV, Item 1.9.

**Insurance Company  
Name:** \_\_\_\_\_

**Signature of Designated Authorized Representative of the Insurance Company:**

\_\_\_\_\_

**Percentage or Layer of Coverage to be Provided:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**NOTE: Bidder/Contractor Must Answer the Following Questions:**

- |  | <b>YES</b>               | <b>NO</b>                |
|--|--------------------------|--------------------------|
| 1) Is insurance company an assessable mutual company? <sup>3</sup>         | <input type="checkbox"/> | <input type="checkbox"/> |
| 2) Is insurance company licensed to do business in Louisiana? <sup>3</sup> | <input type="checkbox"/> | <input type="checkbox"/> |

<sup>3</sup>See PART II, Item 1.3 of these specifications



PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	<i>EXHIBIT IV</i>	*		*	
WC-18	*	<i>CLAIMS HANDLING</i>	*	April 26, 2006	*	17 of 20
		<i>PROCESS NARRATIVE</i>				

**EXHIBIT IV**

**CLAIMS HANDLING PROCESS NARRATIVE**

Bidders/Contractors **shall** respond to the following:

Provide a narrative description of the claims handling procedures (routine processing) to be used in servicing the account for the Workers Compensation coverage for the State of Louisiana, Louisiana Stadium and Exposition District and SMG/Facility Management of Louisiana, Inc. A/T/I/M/A. The description should include, but **not** be limited to, the routine processing of claims, the reaction time to a new loss, and the length of time before a claim's payment will be made. (If additional space is required, supplemental pages that are identified should be attached for the bidder's/contractor's complete response.)



PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	<i>EXHIBIT V</i>	*		*	
WC-18	*	<i>COVERAGE</i>	*	April 26, 2006	*	18 of 20
		<i>DEVIATIONS</i>				

**EXHIBIT V**

**COVERAGE DEVIATIONS**

**Bidder/Contractor shall indicate below any change or restriction in conditions, warranties, or exclusions from the Workers Compensation coverage required by these specifications. Submission of sample policy shall not be considered as compliance with above stipulations. Non-disclosure of changes/restrictions shall be interpreted to mean policy to be issued will be in compliance with coverage requested in these specifications.**



PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	EXHIBIT VI	*		*	
WC-18	*	BIDDER'S CHECK LIST	*	April 26, 2006	*	19 of 20

**EXHIBIT VI**  
**BIDDER'S CHECK LIST**

YES	NO	
<input type="checkbox"/>	<input type="checkbox"/>	1. Entire IFB returned (per page 5, item 6.2.5).
<input type="checkbox"/>	<input type="checkbox"/>	2. Page 16 (EXHIBIT III) signed by designated authorized representative of the insurance company (per page 5, item 6.1.2 and page 11, item 1.9).
<input type="checkbox"/>	<input type="checkbox"/>	3. Insurance Company Name has been indicated on Page 16 (EXHIBIT III) per page 11, item 1.9.
<input type="checkbox"/>	<input type="checkbox"/>	4. Form ORM-2 signed in ink by designated authorized representative of the insurance agency (per page 5, item 6.1.1).
<input type="checkbox"/>	<input type="checkbox"/>	5. Amendment(s) (if applicable) signed in ink by designated authorized representative of the insurance agency (per page 5, item 6.1.1).
<input type="checkbox"/>	<input type="checkbox"/>	6. Amendment(s) (if applicable) returned (per page 5, item 6.2.5 and page 4, item 4.2).
NOTE: ITEMS 7A, 7B, AND 7C; <u>OR</u> 8A, 8B, AND 8C; <u>OR</u> 9 IS REQUIRED.		
<input type="checkbox"/>	<input type="checkbox"/>	7A. Board resolution/power of attorney (per page 12, item 3.1.1.1) is attached.
<input type="checkbox"/>	<input type="checkbox"/>	7B. Board resolution/power of attorney (per page 12, item 3.1.1.2) is attached.
<input type="checkbox"/>	<input type="checkbox"/>	7C. Board resolution/power of attorney (per page 12, item 3.1.1.3) is attached.
<input type="checkbox"/>	<input type="checkbox"/>	8A. Notarized affidavit, board resolution/power of attorney (per page 12, item 3.2.1.1) is attached.
<input type="checkbox"/>	<input type="checkbox"/>	8B. Notarized affidavit, board resolution/power of attorney (per page 12, item 3.2.1.2) is attached.
<input type="checkbox"/>	<input type="checkbox"/>	8C. Notarized affidavit, board resolution/power of attorney (per page 12, item 3.2.1.3) is attached.
<input type="checkbox"/>	<input type="checkbox"/>	9. Bid Bond (per page 12, item 3.1.2 or page 12, item 3.2.2) is attached.
<input type="checkbox"/>	<input type="checkbox"/>	10. Claims narrative submitted (per page 12, item 3.4 and page 17, EXHIBIT IV).
<input type="checkbox"/>	<input type="checkbox"/>	11. Were any coverage deviations submitted on page 18, EXHIBIT V (per page 11, item 1.3)?
<input type="checkbox"/>	<input type="checkbox"/>	12. Does insurance company have current Best Rating of "A++", "A+", "A" or "A-", Class VIII or higher (per page 7, item 1.3)?
<input type="checkbox"/>	<input type="checkbox"/>	13. Errors and Omissions Certificate (per page 12, item 3.3) is attached.
<input type="checkbox"/>	<input type="checkbox"/>	14. Were premium quotations indicated on EXHIBIT I, page 14 (per page 11, items 2.1 and 2.2)?
<input type="checkbox"/>	<input type="checkbox"/>	15. Was commission return percentage factor reflected on EXHIBIT I, page 14 (per page 8, item 1.11)?
<input type="checkbox"/>	<input type="checkbox"/>	17. Are responses to questions on EXHIBIT III, page 16 in compliance with requirements in Item 1.3 on page 7?
<input type="checkbox"/>	<input type="checkbox"/>	18. Exhibit VII signed by bidder/contractor, page 20.



PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	<i>EXHIBIT VII</i>	*		*	
WC-18	*	<i>NON-RETURNABLE</i>	*	April 26, 2006	*	20 of 20
		<i>SECTION</i>				

**EXHIBIT VII**

**NON-RETURNABLE SECTION**

**The following pages are made part of this bid specification package, but do not have to be returned with a quotation.** It is the bidder/contractor's responsibility to ensure that all pages have been received and reviewed. This page **must** be returned as part of the bid quotation. If this page is not signed and returned, the submitted bid will be disqualified.

	<u>Pages</u>
Schedule A – Superdome and New Orleans Sports Arena General Information	1 - 2
Schedule B – Premium and Loss Experience Information	3 - 17
Schedule C – Policy Forms and Endorsements	18 - 42

By signing this page, the bidder/contractor acknowledges that the above schedules have been received in full and reviewed.

---

Signature of Bidder/Contractor



**SCHEDULE A**

**SUPERDOME AND ARENA GENERAL INFORMATION**

This schedule contains Superdome and New Orleans Arena Gross Actual Payroll by classification code for SMG/Facility Management of Louisiana, Inc.:

<u>POLICY YEAR</u>	<u>CLASS CODE</u>	<u>GROSS PAYROLL</u>
07/01/00-01**	9014	6,374,557
	8810	1,454,628
	7720	2,443,406
07/01/01-02**	9014	5,577,208
	8810	2,229,260
	7720	2,642,297
07/01/02-03**	9014	6,595,481
	8810	1,622,517
	7720	3,444,802
07/01/03/04**	9014	6,788,745
	8810	1,387,845
	7720	3,325,954
07/01/04-05	9014	6,000,000
	8810	1,400,000
	7720	3,300,000
07/01/05-06 (e)	9014	2,065,000
	8810	420,000
	7720	1,015,000

\*\* Annual audits completed by Louisiana Workers Compensation Corp. (LWCC)  
(e) Estimated

5.2 Experience Modification Factors

Listed below are experience modification factors for prior years:

YEAR	FACTOR
2000-2001	.81
2001-2002	.80
2002-2003	.79
2003-2004	.76
2004-2005	.81
2005-2006	.93

5.3 SMG/Facility Management of Louisiana, Inc. is the contractor who operates the Superdome and the New Orleans Sports Arena on behalf of the State of Louisiana. However, the State of Louisiana is responsible for procuring and maintaining Workers' Compensation coverage for SMG/Facility Management of Louisiana, Inc.



PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	SCHEDULE B	*		*	
WC-18	*	EARNED PREMIUM	*	April 26, 2006	*	2 of 42
		& LOSS EXPERIENCE				
<b>** THIS PAGE DOES NOT HAVE TO BE RETURNED **</b>						

5.4 Miscellaneous questions answered by SMG/Facility Management of Louisiana, Inc., as regards the Superdome:

1. Do the security guards carry firearms?: Only full time security guards. If so, are they properly trained?: Yes
2. Is security guard coverage sub-contracted out?: No - Part time security guards are hired for special events.
3. Who provides food service and concession employees?: Volume Services America
4. Do Facility Management employees set up stages, lighting, etc. for rock concerts?: No
5. What mechanism allows the state to purchase a workers compensation policy for this contractor?: On October 7, 1980 at the Louisiana Stadium & Exposition District Board of Commissioners' Meeting, the Attorney General informed the Board that although the Superdome Insurance Advisory Committee/Board of Commissioners had authority in the past to procure their own insurance, the Legislative Act 520 of July 1, 1980 required the Board of Commissioners to submit the Superdome insurance needs to the Office of Risk Management for acquisition. At this same meeting a resolution was offered and unanimously adopted for the board to submit insurance requirements to the State's Office of Risk Management to procure insurance on the Superdome Stadium.



**SCHEDULE B**

**EARNED PREMIUM AND LOSS EXPERIENCE INFORMATION**

Policy Year	Total Claims	Claims Closed	Claims Open	Total Incurred Losses	Premium Paid
07-01-2001/2002	21	20	1	\$493,051	\$ 150,318
07-01-2002/2003	9	9	0	\$ 67,209	\$ 399,439
07-01-2003/2004	26	23	3	\$ 922,113	\$ 540,125
07-01-2004/2005	15	13	2	\$ 177,291	\$ 572,972*
07-01-2005/2006^	0	0	0	\$ 0	\$ 599,173*

^ As of 3/3/2006

\* Premiums have not been audited



**\*\* THIS PAGE DOES NOT HAVE TO BE RETURNED \*\***

Acc Date	Policy / Location ▼	Status ▼	Close Date ▼	Medical* ▼	Indemnity * ▼	Expense * ▼	EmpLiab * ▼	Total * ▼	Accident Description
07/23/01	<u>70200-D / 205550</u>	CLOSED	06/23/03	11,042	21,852	10,693	0	43,587	THE EMPLOYEE WAS PATROLLING THE AREA IN A COMPANY VEHICLE. WHILE PATROLLING, THE EMPLOYEE HIT A METAL ROD CAUSING TWO TIRES TO BLOW OUT. THE VEHICLE SLID INTO A CURB CAUSING PAIN IN HIS CHEST AND BACK.
08/04/01	<u>70200-D / 215858</u>	CLOSED	01/24/02	2,358	0	161	0	2,519	EMPLOYEE WAS CARRYING A DUFFLE BAG WITH RADIOS AND PARKING TICKETS FROM BEHIND THE PARKING COUNTER. EMPLOYEE OPENED THE DOOR AND THE DUFFLE BAG GOT CAUGHT. SHE PULLED THE BAG TO RELEASE IT AND THE BAG "SLAMMED" HER ON HER LEFT BACK ANKLE.
09/11/01	<u>70200-D / 205550</u>	CLOSED	11/05/01	792	178	17	0	987	THE EMPLOYEE WAS RIDING ON FORKLIFT WITH A CO-WORKER AFTER THE FORKLIFT STOPPED HE WENT TO STEPPED OFF AND THE FORKLIFT BEGAN TO ROLL. THE EMPLOYEE'S RIGHT PANTS LEG BECAME TANGLED IN THE WHEEL AND DRAGGED HIM CAUSING A BRUISE TO HIS LOWER RIGHT LEG.
09/15/01	<u>70200-D / 205549</u>	CLOSED	03/29/02	2,503	324	99	0	2,926	EMPLOYEE WAS QUESTIONING A TRESPASSER. THE EMPLOYEE AND



**\*\* THIS PAGE DOES NOT HAVE TO BE RETURNED \*\***

									THE TRESPASSER WERE STRUGGLING CAUSING THE EMPLOYEE TO FALL TO HIS LEFT KNEE CAP.
09/30/01	<u>70200-D / 205549</u>	CLOSED	01/17/02	3,869	4,281	203	0	8,353	THE EMPLOYEE WAS PULLING UP TRENCH COVERS. THE EMPLOYEE TRIED TO PRY THE COVER UP WITH A CROWBAR CAUSING A STRAIN TO HIS ARM, ELBOW, SHOULDER, AND RIGHT ARM.
10/18/01	<u>70200-D / 205549</u>	CLOSED	07/09/02	0	0	428	0	428	EMPLOYEE WAS WALKING THROUGH TO THE MUNICIPAL TOWARDS THE BOX OFFICE. EMPLOYEE WAS WALKING ON THE STAGE. AS SHE REACHED THE END OF IT SHE FELL. EMPLOYEE IS NOT CERTAIN WHAT CAUSED HER TO FALL SHE DOES NOT KNOW IF SHE TRIPPED OR MISSED HER STEP.
11/04/01	<u>70200-D / 205549</u>	CLOSED	12/06/01	0	0	0	0	0	THE EMPLOYEE WAS WORKING CROWD CONTROL AFTER A "FOOTBALL BALL". A FIGHT BROKE OUT IN THE CROWD. THE EMPLOYEE WAS TRYING TO RESTRAIN PEOPLE AND FELL TO THE GROUND INJURING HIS LEFT SHOULDER.
11/25/01	<u>70200-D / 223056</u>	CLOSED	02/28/02	0	0	0	0	0	EMPLOYEE WAS CHECKING FOR CLEANINESS IN THE TERRACE. EMPLOYEE WAS WALKING DOWN THE STEPS CAUSING HER TO TRIP AND BRUISE HER RT. HAND/ARM.



**\*\* THIS PAGE DOES NOT HAVE TO BE RETURNED \*\***

11/29/01	<u>70200-D / 205550</u>	CLOSED	12/19/01	334	0	6	0	339	THE EMPLOYEE WAS RIDING A SCOOTER IN THE SUPERDOME. THE EMPLOYEE TURNED THE CORNER AND THE SCOOTER SLIPPED CAUSING HIM TO FALL INJURING HIS KNEES, HANDS, LIP, CHIN AND TOOTH.
11/29/01	<u>70200-D / 223056</u>	CLOSED	01/07/03	5,409	961	149	0	6,519	EMPLOYEE WAS CLEANING THE PRESS BOX. EMPLOYEE INHALED FUMES FROM THE PAINT.
11/29/01	<u>70200-D / 223056</u>	CLOSED	12/05/01	57	0	1	0	59	EMPLOYEE WAS CLEANING THE PRESS BOX. EMPLOYEE INHALED FUMES FROM THE PAINT.
11/29/01	<u>70200-D / 223056</u>	CLOSED	01/31/02	623	1,478	8	0	2,109	EMPLOYEE WAS ON THE LADDER PAINTING CEILING VENTS ON THE 400 LEVEL. THE EMPLOYEE FELL OFF THE LADDER.
11/29/01	<u>70200-D / 223056</u>	CLOSED	03/15/02	1,994	1,091	70	0	3,155	EMPLOYEE WAS PICKING UP TRENCH COVERS. EMPLOYEE SPRAINED HIS BACK WHILE PICKING UP THE TRENCH COVERS.
12/08/01	<u>70200-D / 205549</u>	CLOSED	01/31/02	294	0	40	0	335	EMPLOYEE WAS DRIVING A CART. THE EMPLOYEE'S RIGHT ELBOW WAS HIT BY A TABLE THAT WAS BEING LOADED ONTO THE CART.
01/02/02	<u>70200-D / 223056</u>	CLOSED	07/09/03	6,071	3,648	136	0	9,855	EMPLOYEE WAS WORKING WITH TURF. EMPLOYEE WAS KICKING TURF CAUSING INJURIES TO HIS LEG. DR. NUTIK
01/25/02	<u>70200-D / 223056</u>	CLOSED	04/05/02	830	109	49	0	988	EMPLOYEE WAS WORKING IN THE 300 SECTION AND FELL. EMPLOYEE SLIPPED AND FELL ON



**\*\* THIS PAGE DOES NOT HAVE TO BE RETURNED \*\***

									A WET SUBSTANCE WHILE COMING DOWN THE LAST STEP.
02/03/02	<u>70200-D / 205551</u>	ACTIVE, ELIGIBLE		22,346 22,846	171,964 174,644	4,345 6,845	0 0	198,655 204,335	EMPLOYEE WAS KICKING TURF ON THE FIELD. EMPLOYEE'S RIGHT KNEE IS SWOLLEN AND SORE.
03/12/02	<u>70200-D / 255969</u>	CLOSED	08/28/02	892	1,676	38	0	2,606	THE EMPLOYEE WAS LIFTING TRENCH COVERS. AS EMPLOYEE WAS PULLING UP THE TRENCH COVER. HE STOOD UP AND FELT SOMETHING PULL IN HIS LOWER BACK.
04/09/02	<u>70200-D / 205549</u>	CLOSED	08/05/02	3,372	0	205	0	3,577	THE EMPLOYEE WAS WALKING IN FACILITY AREA. THE EMPLOYEE TRIPPED AND FELL ON A PIECE OF RAISED CARPET.
06/18/02	<u>70200-D / 223056</u>	CLOSED	07/31/02	740	0	15	0	754	EMPLOYEE WAS GATHERING TABLES FROM THE STORAGE ROOM. A CO-WORKER WAS LIFTING THE TABLE AND A METAL RAIL FELL ON THE EMPLOYEE'S LEFT FOOT.
06/21/02	<u>70200-D / 205550</u>	CLOSED	08/21/02	962	0	3	0	965	EMPLOYEE WAS VACUUMING IN A FITNESS ROOM. EMPLOYEE DEVELOPED AN ABSCESS ON HER HIP AFTER SHE HIT IT ON A STATIONARY BIKE.
07/05/02	<u>86037-D / 260922</u>	CLOSED	08/30/02	939	481	41	0	1,461	EMPLOYEE WAS PULLING AND EMPTYING TRASH BINS. EMPLOYEE STRAINED HIS BACK AS HE WAS PULLING AND EMPTYING TRASH BINS.
07/06/02	<u>86037-D / 260922</u>	CLOSED	07/26/02	1,492	0	62	0	1,554	THE EMPLOYEE WAS CLEANING A



**\*\* THIS PAGE DOES NOT HAVE TO BE RETURNED \*\***

									SUITE. THE EMPLOYEE STEPPED ON FROM WET CARPET TO A HARD WOOD FLOOR CAUSING HER TO FALL.
07/08/02	<u>86037-D / 260766</u>	CLOSED	09/30/02	590	0	6	0	596	EMPLOYEE WAS WALKING IN THE FACILITY. THE EMPLOYEE SLIPPED AND FELL HITTING THE FLOOR AND INJURING HER RIGHT ANKLE.
07/23/02	<u>86037-D / 260767</u>	CLOSED	10/18/02	18,711	1,211	48	0	19,971	EMPLOYEE WAS PICKING UP TURF AT THE SUPERDOME. EMPLOYEE WAS INJURED AS HE WAS PICKING UP THE TURF.
08/08/02	<u>86037-D / 260768</u>	CLOSED	12/17/02	6,380	4,369	833	0	11,582	EMPLOYEE WAS PULLING A SHAMPOO MACHINE UP THE STAIRS. THE EMPLOYEE ATTEMPTED TO CATCH THE MACHINE AS IT SLIPPED DOWN THE STAIRS, AND THE EMPLOYEE FELL DOWN THE STAIRS TO THE FLOOR.
08/19/02	<u>86037-D / 260771</u>	CLOSED	11/19/02	2,000	1,516	131	0	3,646	THE EMPLOYEE WAS PERFORMING BIKE DUTY PATROL. THE EMPLOYEE MIS-JUDGED TURNING THE BICYCLE AND FELL CAUSING A CONTUSION TO HIS RIGHT SHOULDER.
08/28/02	<u>86037-D / 260767</u>	CLOSED	11/12/02	1,363	0	81	0	1,444	THE EMPLOYEE WAS STARTING A FAN. THE EMPLOYEE STEPPED ON THE EDGE OF A CEMENT STEP AND TWISTED HIS LEFT ANKLE.
09/30/02	<u>86037-D / 260920</u>	CLOSED	11/27/02	590	654	9	0	1,253	THE EMPLOYEE WAS PICKING UP A 5 GALLON BUCKET OF SHEETROCK. THE EMPLOYEE FELT



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									A PULL IN HIS LOWER BACK.
11/08/02	<u>86037-D / 260767</u>	CLOSED	09/01/04	4,397	0	221	0	4,618	EMPLOYEE WAS WALKING DOWN THE STEPS. EMPLOYEE WAS WALKING DOWN THE STEPS AND TWISTED HIS LEFT KNEE.
02/26/03	<u>86037-D / 260768</u>	CLOSED	05/30/03	0	0	0	0	0	THE EMPLOYEE WAS CLOSING A LADDER. A PARTICLE GOT INTO THE EMPLOYEE'S EYE.
02/28/03	<u>86037-D / 260766</u>	CLOSED	03/10/03	1,201	0	18	0	1,218	EMPLOYEE WAS PUSHING A GARBAGE CAN. THE EMPLOYEE STRAINED HIS LOWER BACK.
03/15/03	<u>86037-D / 260766</u>	CLOSED	07/31/03	334	0	6	0	340	EMPLOYEE WAS WALKING IN THE PARKING GARAGE. THE EMPLOYEE FELL OVER A HUMP IN THE PARKING GARAGE INJURIN HER KNEE AND ELBOW. VENDOR-UNKNOWN AT THIS TIME
03/26/03	<u>86037-D / 260766</u>	CLOSED	06/30/03	1,174	1,465	54	0	2,693	EMPLOYEE WAS PUSHING A GARBAGE CART. EMPLOYEE STRAINED HIS BACK FROM PUSHING A GARBAGE CART.
04/02/03	<u>86037-D / 260768</u>	CLOSED	06/02/03	760	0	12	0	771	THE EMPLOYEE WAS PICKING UP A BOX A BROCHURES. THE EMPLOYEE STRAIN HIS LOWER BACK AS HE WAS PICKING UP A BOX OF BROCHURES.
05/05/03	<u>86037-D / 260767</u>	CLOSED	09/18/03	832	0	12	0	844	EMPLOYEE WAS USING HER TELEPHONE INSTEAD OF HER HEADSET. EMPLOYEE HAD NO USE OF HER HEADSET AND EXTENSIVE USE OF THE COMPUTER CAUSING PAIN TO HER NECK AND



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									SHOULDER. VENDOR: DR.UNKNOWN
06/11/03	<u>86037-D / 260768</u>	CLOSED	09/23/03	2,796	0	167	0	2,963	EMPLOYEE ATTEMPTED TO BREAK UP A SCUFFLE BETWEEN TWO PATRONS. EMPLOYEE GRABBED ONE OF THE PATRONS. THE PATRON AND EMPLOYEE FELL TO THE GROUND INJURING HIS RIGHT KNEE.
06/30/03	<u>86037-D / 260922</u>	CLOSED	03/02/04	7,793	4,041	420	0	12,255	EMPLOYEE WAS LIFTING UP ELECTRICAL BOXES. EMPLOYEE FELT PAIN IN HIS LOWER BACK.
07/03/03	<u>86037-D / 260767</u>	ACTIVE, ELIGIBLE		20,755 73,186	57,935 209,662	1,358 8,171	0 0	80,047 291,019	EMPLOYEE WAS LIFTING AND PICKING UP MATERIALS. EMPLOYEE FELT PAIN IN HIS NECK WHILE LIFTING ON MATERIALS.
08/04/03	<u>86037-D / 260766</u>	CLOSED	12/15/03	1,842	0	12	0	1,854	EMPLOYEE WAS WALKING ACROSS THE CARPET. EMPLOYEE STUMBLED ON THE CARPET AND INJURED HER RIGHT HIP.
08/13/03	<u>86037-D / 260766</u>	CLOSED	09/30/03	378	0	3	0	380	EMPLOYEE WAS REPLACING LIGHTS IN THE GARAGE. THE SPIDERS FELL FROM THE WEBS THAT WERE IN THE LIGHTS AND BIT THE EMPLOYEE ON THE RIGHT EAR/FACE.
10/04/03	<u>86037-D / 260770</u>	CLOSED	10/27/03	866	0	16	0	882	THE EMPLOYEE WAS USING A KNIFE TO GET INTO A LOCKED VEHICLE. VENDOR: MEMORIAL MEDICAL CENTER-BAPTIST CAMPUS THE KNIFE CLOSED ON THE EMPLOYEE'S FINGER CAUSING A CUT TO HIS PINKY.



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10/12/03	<u>86037-D / 260766</u>	CLOSED	02/13/04	1,020	0	15	0	1,035	EMPLOYEE WAS WALKING DOWN THE STEPS. THE EMPLOYEE SLIPPED AND FELL INJURING HER BACK, SHOULDER, AND ARM.
10/14/03	<u>86037-D / 260770</u>	CLOSED	03/31/04	8,769	0	94	0	8,863	THE EMPLOYEE WAS WALKING TO HER OFFICE. THE EMPLOYEE FELL TO THE FLOOR AS SHE WAS WALKING TO HER OFFICE CAUSING AN INJURY TO HER LEFT KNEE AND RIGHT WRIST.
10/15/03	<u>86037-D / 260766</u>	CLOSED	03/30/04	64	0	3	0	67	EMPLOYEE WAS PUSHING A CART WITH UNIFORMS IN IT. THE CART RAN INTO THE BACK OF THE EMPLOYEE CAUSING A CUT TO HER LEFT HEEL.
10/18/03	<u>86037-D / 260766</u>	CLOSED	02/17/04	612	0	6	0	618	DETAILS UNKNOWN. A CAR RAN OVER THE EMPLOYEE'S LEFT FOOT. VENDOR: BAPTIST MEMORIAL
11/07/03	<u>86037-D / 260766</u>	CLOSED	02/13/04	1,527	0	17	0	1,544	EMPLOYEE WAS WALKING DOWN THE STEPS. THE EMPLOYEE FELL HITTING THE STEPS, INJURING HER LEFT KNEE. VENDOR-BAPTIST HOSPITAL
12/04/03	<u>86037-D / 260766</u>	CLOSED	08/04/04	2,242	1,226	45	0	3,513	THE EMPLOYEE WAS LIFTING A TOILET OFF OF THE CART. THE EMPLOYEE FELT A PULL IN HIS LOWER BACK. VENDOR: UNKNOWN
01/07/04	<u>86037-D / 260766</u>	CLOSED	07/08/04	118	0	3	0	121	THE EMPLOYEE WAS SECURING A LOCKER ROOM. THE EMPLOYEE FELL ONTO THE FLOOR AND FELT PAIN IN HIS LEFT KNEE. VENDOR:



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									UNKNOWN
01/13/04	<u>86037-D / 260766</u>	ACTIVE, ELIGIBLE		73,038 116,160	5,238 9,937	1,881 3,809	0 0	80,157 129,906	THE EMPLOYEE WAS STANDING AT HER DESIGNATED AREA IN THE ARENA. THE MASCOT RAN OUT OF THE WALKWAY AND KNOCKED THE EMPLOYEE DOWN CAUSING A FRACTURE TO HER HIP. VENDOR: BAPTIST MEMORIAL HOSPITAL/NEW ORLEANS LA
01/18/04	<u>86037-D / 260766</u>	CLOSED	04/01/04	249	0	10	0	259	EMPLOYEE WAS USING A STAPLER. THE EMPLOYEE PUNCTURED HIS FINGER WITH A STAPLE. VENDOR-MEMORIAL BAPTIST
01/18/04	<u>86037-D / 260766</u>	CLOSED	05/03/04	0	0	100	0	100	EMPLOYEE WAS DIRECTING A VEHICLE IN THE PARKING GARAGE. EMPLOYEE ADVISED THE DRIVER TO STOP HIS VEHICLE. THE DRIVER BEGAN MOVING THE VEHICLE WHEN THE EMPLOYEE WAS NOT AWARE AND KNOCKED HIS FRONT BUMPER INTO HER LEFT KNEE.
01/24/04	<u>86037-D / 260766</u>	CLOSED	07/01/04	1,891	410	336	0	2,637	EMPLOYEE WAS WALKING TO THE PLAZA LEVEL OF THE BUILDING. THE EMPLOYEE SLIPPED AND FELL INJURING HIS LEFT ANKLE. VENDOR-BAPTIST MEMORIAL/CONCENTRA
01/24/04	<u>86037-D / 260766</u>	CLOSED	03/30/04	289	0	6	0	294	"THE EMPLOYEE WAS LETTING SEATS DOWN." THE EMPLOYEE INJURED HIS LEFT KNEE AND BACK. VENDOR-MEMORIAL



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									BAPTIST
01/29/04	<u>86037-D / 260766</u>	CLOSED	04/28/04	544	0	6	0	550	EMPLOYEE WAS LIFTING AND MOVING BARRICADES. THE EMPLOYEE STRAINED HIS BACK WHILE LIFTING A BARRICADE.
01/29/04	<u>86037-D / 260766</u>	CLOSED	04/06/04	122	0	3	0	125	EMPLOYEE WAS PUTTING OUT BARRICADES. THE BARRICADE LEG WAS STUCK IN A HOLE CAUSING INJURIES TO THE EMPLOYEE'S BACK.
02/06/04	<u>86037-D / 260767</u>	CLOSED	04/22/04	1,550	667	309	0	2,525	THE EMPLOYEE WAS ENTERING THE FACILITY. A STRAY DOG WAS BEING CHASED BY THE SECURITY DEPARTMENT. THE DOG RAN BEHIND THE EMPLOYEE AND BIT HER ANKLE.
02/12/04	<u>86037-D / 260766</u>	ACTIVE, ELIGIBLE		28,294 48,564	35,883 195,399	443 1,939	0 0	64,620 245,902	EMPLOYEE WAS WALKING ON THE SIDE OF A FORKLIFT. THE FORKLIFT ROLLED DOWN AN INCLINE, PINNING THE EMPLOYEE AGAINST A CEMENT WALL.
02/13/04	<u>86037-D / 260766</u>	CLOSED	03/25/04	741	0	100	0	841	THE EMPLOYEE WAS STANDING NEAR A CART. TWO PEOPLE WERE MOVING A METAL CONTAINER NEARBY. THE METAL CONTAINER STRUCK THE EMPLOYEE CAUSING INJURIES TO HIS PELVIS.
02/18/04	<u>86037-D / 260766</u>	CLOSED	03/22/04	781	0	6	0	787	THE EMPLOYEE WAS LIFTING SHEET METAL OFF OF A CART. THE EMPLOYEE PULLED HIS LOWER BACK.
02/21/04	<u>86037-D / 260766</u>	CLOSED	08/17/04	656	0	9	0	665	THE EMPLOYEE IS RESPONSIBLE



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									FOR CROWD CONTROL. THE EMPLOYEE AND PATRON FELL CAUSING HIM TO SMASH HIS RIGHT HAND AND INDEX FINGER. VENDOR-MEMORIAL MEDICAL/CONCENTRA
02/21/04	<u>86037-D / 260772</u>	CLOSED	06/30/04	459	0	8	0	467	THE EMPLOYEE WAS ON A BREAK AND WENT TO SIT IN A FOLDING CHAIR. THE CHAIR BROKE AND COLLAPSED, CAUSING THE EMPLOYEE TO INJURE HER LEFT LOWER BACK AND RIGHT LEG.
02/28/04	<u>86037-D / 260766</u>	CLOSED	03/31/04	1,158	0	28	0	1,186	EMPLOYEE WAS POURING CHEMICALS INTO A BUCKET OF WATER. THE WATER CONTAINING CHEMICALS SPLASHED INTO THE EMPLOYEE'S EYES. VENDOR-MEMORIAL BAPTIST
05/28/04	<u>86037-D / 260766</u>	CLOSED	11/22/04	1,145	0	4	0	1,149	THE EMPLOYEE WAS PATROLLING THE AREA. THE EMPLOYEE INHALED FUMES WHEN A TARP CAUGHT ON FIRE.
08/12/04	<u>86037-D / 260768</u>	TRANSFER TO RECOVERY		8,492 8,492	2,433 2,433	1,847 2,831	0 0	12,772 13,756	EMPLOYEE WAS PAINTING. A VENDOR STEPPED OUT OF HIS CART AND THE CART STARTED RUNNING OUT OF CONTROL AND STRUCK THE CLAIMANT CAUSING HIM TO BE PINNED BETWEEN THE WALL AND THE CART CAUSING INJURIES TO HIS THIGH AND CHEST.
08/13/04	<u>86037-D / 260766</u>	CLOSED	11/22/04	504	0	4	0	508	THE EMPLOYEE WAS ENTERING THE ELEVATOR. THE ELEVATOR



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									DOOR CAME DOWN AND HIT THE EMPLOYEE ON THE HEAD.
09/19/04	<u>86037-D / 260767</u>	CLOSED	06/15/05	0	0	6	0	6	EMPLOYEE WAS DIRECTING CARS OUT OF THE PARKING GARAGE. A VEHICLE STRUCK THE EMPLOYEE INJURING HIS LEG, SHOULDER, AND HAND.
09/24/04	<u>86037-D / 260768</u>	CLOSED	05/16/05	4,803	1,339	2,531	0	8,674	THE EMPLOYEE WAS DRIVING A SECURITY VEHICLE. THE CAR JOLTED CAUSING INJURY TO EMPLOYEE'S LOWER BACK. VENDOR: UNKNOWN
10/18/04	<u>86037-D / 260767</u>	CLOSED	01/21/05	1,098	0	40	0	1,138	THE EMPLOYEE AND A CO-WORKER WERE LIFTING UP ON CARPET. THE CO-WORKER DROPPED HIS END AND THE EMPLOYEE HAD TO TAKE THE FULL WEIGHT OF THE CARPET CAUSING PAIN TO HIS LOWER BACK.
10/24/04	<u>86037-D / 260922</u>	CLOSED	02/03/05	2,186	0	40	0	2,226	EMPLOYEE WAS CARRYING A VACCUUM CLEANER. EMPLOYEE STUMBLED WITH THE VACCUUM CLEANER CAUSING SORENESS TO HIS LEG.
11/19/04	<u>86037-D / 260922</u>	CLOSED	12/20/04	1,109	0	4	0	1,113	EMPLOYEE PULLED A TRASH BAG. EMPLOYEE SUSTAINED BACK PAIN.
11/21/04	<u>86037-D / 260922</u>	CLOSED	12/20/04	1,535	0	26	0	1,560	DETAILS UNKNOWN. EMPLOYEE SLIPPED AND FELL INJURING HIS HEAD.
11/30/04	<u>86037-D / 260922</u>	CLOSED	12/20/04	1,323	298	4	0	1,625	EMPLOYEE WAS WORKING ON GROUND LEVEL ABOVE HIM WERE OTHERS REMOVING A RAMP. THE



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									RAMP FELL HITTING THE EMPLOYEE ON THE KNEE.
12/04/04	<u>86037-D / 260767</u>	CLOSED	05/23/05	1,347	0	14	0	1,360	THE EMPLOYEE WAS DRIVING A SCOOTER. THE EMPLOYEE HIT A WET GRAVEL SURFACE CAUSING THE BIKE TO SLIP FROM UNDER HIM AND CAUSING HIM TO FALL INJURING HIS SHOULDER.
12/26/04	<u>86037-D / 260768</u>	CLOSED	03/30/05	16,750	1,739	196	0	18,685	THE EMPLOYEE WAS ASSISTING A PATRON. THE EMPLOYEE TRIPPED OVER A TENSION BARRIER AND FELL TO THE GROUND INJURING HER KNEE.
01/03/05	<u>86037-D / 260767</u>	CLOSED	02/02/05	2,163	0	3	0	2,166	EMPLOYEE WAS WALKING IN THE BATHROOM. EMPLOYEE SLIPPED AND FELL DUE TO THE BATHROOM FLOOR BEING WET. SHE CAUSED INJURY TO HER RIGHT SHOULDER. VENDOR: MEMORIAL MEDICAL- BAPTISTE CAMPUS
01/07/05	<u>86037-D / 260767</u>	ACTIVE, ELIGIBLE		293 46,932	8,307 49,101	40 3,288	0 0	8,640 99,321	THE EMPLOYEE WAS PUTTING A FLOOR PLATE BACK DOWN. THE EMPLOYEE FELT PAIN IN HIS LOWER BACK. VENDOR: JOSEPH MICELI
01/11/05	<u>86037-D / 260767</u>	CLOSED	04/18/05	2,075	1,610	57	0	3,741	EMPLOYEE FELL DUE TO A SPASM IN HIS BACK. EMPLOYEE TRIED TO BREAK HIS FALL. HE HIT A CHAIR CAUSING INJURY TO HIS NECK AND SHOULDER.
06/02/05	<u>86037-D / 260766</u>	CLOSED	08/19/05	0	0	0	0	0	EMPLOYEE WAS WALKING IN AN AREA THAT HAD WET FLOORS. THE EMPLOYEE SLIPPED AND FELL







PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	<i>SCHEDULE C</i>	*		*	
WC-18	*	<i>POLICY FORMS</i>	*	April 26, 2006	*	18 of 42
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**SCHEDULE C**  
**POLICY FORMS AND ENDORSEMENTS**

This schedule contains copy of the current policy forms and endorsements which reflect the minimum coverage that will be accepted for award of this IFB.

In the event of any discrepancies between the insurance requirements delineated in these specifications and the model policies included herein, the bid specifications **shall** govern. This schedule is for informational purposes only and not to be used in awarding the contract.



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**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

WC 00 00 01A

Insurer: LOUISIANA WORKERS' COMPENSATION CORPORATION

2237 S. ACADIAN THRUWAY

BATON ROUGE, LA 70808

Carrier Id: 30120

A Mutual Company

INFORMATION PAGE  
FOR POLICY NUMBER – 86037-D  
**Preferred Risk Program**

**1. Policyholder:**

STATE OF LOUISIANA, LOUISIANA STADIUM &  
One Sugar Bowl Drive  
%Amy Bardales  
New Orleans, LA 70112

**EUSTIS INSURANCE & BENEFITS**

1340 POYDRAS STREET, STE. 1900

NEW ORLEANS, LA 70112-1224

PHONE (504) 586-0440

Federal ID: 232511871  
Entity Type: Other

**2. Policy Period:**

<u>Effective:</u>	<u>Expires:</u>
12:01 AM 07/01/2004	12:01 AM 07/01/2005

**3. Coverage, Limits and Endorsements:**

A. Workers' Compensation Insurance: Part One of the policy applies only to the Workers' Compensation Law of the state of Louisiana.

B. Employers Liability Insurance: Part Two of this policy applies to work in the state of Louisiana. The limits of our liability under Part Two are:

Bodily Injury by Accident	\$1,000,000	each accident
Bodily Injury by Disease	\$1,000,000	policy limit
Bodily Injury by Disease	\$1,000,000	each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here: NONE

D. This policy includes these endorsements and schedules:

WC_00_00_01A	Policy Information Page
WC_99_00_00	Workers Compensation and Employers Liability Policy
LWCC_4	General Endorsement
LWCC_7	Notice of Cancellation Endorsement
LWCC_13	Other States - Incidental Operations Endorsement
LWCC_38A	Premium Obligations Endorsement
WC_00_03_01A	Alternate Employer Endorsement
WC_00_04_14	Notification of Change in Ownership Endorsement
WC_00_04_19	Premium Due Date Endorsement
WC_00_04_20	Terrorism Risk Insurance Act Endorsement
WC_17_06_01D	Louisiana Amendatory Endorsement

**4. Classifications:**



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WC 00 00 01A

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

**Premium Period: 07/01/2004 to 07/01/2005**

Classification	Code No.	Premium Basis Total Estimated Annl. Remuneration	Rate per \$100 of Remuneration	Estimated Annual Premium
BUILDINGS - OPERATION BY CONTRACTORS	9014	\$6,595,481.00	8.10	\$534,234.00
CLERICAL OFFICE EMPLOYEES NOC	8810	\$1,622,517.00	.51	\$8,275.00
POLICE OFFICERS & DRIVERS	7720	\$3,444,802.00	4.14	\$142,615.00
Subtotals:		\$11,662,800.00		\$685,124.00

**Class Premium Total:** \$685,124.00

Premium Adjustment Type	Premium Adjustment Factor	Premium Adjustment Amount
Experience Modification Premium		
From: 07/01/2004 to 07/01/2005	0.81	-\$133,818.00
Employers Liability Limits	0.028	\$19,183.00
Expense Constant		\$150.00
Terrorism Risk Insurance Act	0.02	\$2,333.00

**Total Estimated Annual Premium:** \$572,972.00

**Minimum Premium** \$1,200.00

**Deposit Amount**

**Countersigned By:** \_\_\_\_\_



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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 99 00 00

Page 1

### WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Insurer: LOUISIANA WORKERS' COMPENSATION CORPORATION  
Insured: STATE OF LOUISIANA, LOUISIANA STADIUM &

Policy Number 86037-D

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

#### GENERAL SECTION

**A. The Policy**

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

**B. Who is Insured**

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.

**C. Workers Compensation Law**

Workers Compensation Law means the workers or workmens compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

**D. State**

State means any state of the United States of America, and the District of Columbia.

**E. Locations**

This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.

#### PART ONE

#### WORKERS COMPENSATION INSURANCE

**A. How This Insurance Applies**

This workers compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

**B. We Will Pay**

We will pay promptly when due the benefits required of you by the workers compensation law.

**C. We Will Defend**

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits. We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.



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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 99 00 00

Page 2

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

Insurer: LOUISIANA WORKERS' COMPENSATION CORPORATION

Policy Number 86037-D

Insured: STATE OF LOUISIANA, LOUISIANA STADIUM &

**D. We Will Also Pay**

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

**E. Other Insurance**

We will not pay more than our share of benefits and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

**F. Payments You Must Make**

You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because:

1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of law;
3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law.

If we make any payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly.

**G. Recovery From Others**

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

**H. Statutory Provisions**

These statements apply where they are required by law.

1. As between an injured worker and us, we have notice of the injury when you have notice.
2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us.
4. Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.
5. This insurance conforms to the parts of the workers compensation law that apply to:
  - a. benefits payable by this insurance;
  - b. special taxes, payments into security or other special funds, and assessments payable by us under that law.
6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

Nothing in these paragraphs relieves you of your duties under this policy.



**\*\* THIS PAGE DOES NOT HAVE TO BE RETURNED \*\***

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 99 00 00

Page 3

## WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Insurer: LOUISIANA WORKERS' COMPENSATION CORPORATION  
Insured: STATE OF LOUISIANA, LOUISIANA STADIUM &

Policy Number 86037-D

### PART TWO EMPLOYERS LIABILITY INSURANCE

#### A. How This Insurance Applies

This employers liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

#### B. We Will Pay

We will pay all sums you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:

1. for which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against such third party as a result of injury to your employee;
2. for care and loss of services; and
3. for consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and
4. because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

#### C. Exclusions

This insurance does not cover:

1. liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. bodily injury intentionally caused or aggravated by you;
6. bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950), the Non-appropriated Fund Instrumentalities Act (5 USC Sections 8171-8173), the Outer Continental Shelf Lands Act (43 USC Sections 1331-1356), the Defense Base Act (42 USC Sections 1651-1654), the Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;



**\*\* THIS PAGE DOES NOT HAVE TO BE RETURNED \*\***

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 99 00 00

Page 4

### WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Insurer: LOUISIANA WORKERS' COMPENSATION CORPORATION  
Insured: STATE OF LOUISIANA, LOUISIANA STADIUM &

Policy Number 86037-D

9. bodily injury to any person in work subject to the Federal Employers' Liability Act (45 USC Sections 51-60), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. bodily injury to a master or member of the crew of any vessel;
11. fines or penalties imposed for violation of federal or state law; and
12. damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

**D. We Will Defend**

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits. We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

**E. We Will Also Pay**

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

**F. Other Insurance**

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

**G. Limits of Liability**

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below.

1. Bodily Injury by Accident. The limit shown for "bodily injury by accident - each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.  
A disease is not bodily injury by accident unless it results directly from bodily injury by accident.
2. Bodily Injury by Disease. The limit shown for "bodily injury by disease - policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease - each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.  
Bodily injury by disease does not include disease that results directly from a bodily injury by accident.
3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

**H. Recovery From Others**

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

**I. Actions Against Us**

There will be no right of action against us under this insurance unless:



**\*\* THIS PAGE DOES NOT HAVE TO BE RETURNED \*\***

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 99 00 00

Page 5

### WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Insurer: LOUISIANA WORKERS' COMPENSATION CORPORATION  
Insured: STATE OF LOUISIANA, LOUISIANA STADIUM &

Policy Number 86037-D

1. You have complied with all the terms of this policy; and
2. The amount you owe has been determined with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

### PART THREE – OTHER STATES INSURANCE

#### A. How This Insurance Applies

1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the Information Page.
3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.
4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

#### B. Notice

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

### PART FOUR – YOUR DUTIES IF INJURY OCCURS

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal papers related to the injury, claim, proceeding or suit.
4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

### PART FIVE – PREMIUM

#### A. Our Manuals

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

#### B. Classifications

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

#### C. Remuneration

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. all your officers and employees engaged in work covered by this policy; and
2. all other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.



**\*\* THIS PAGE DOES NOT HAVE TO BE RETURNED \*\***

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 99 00 00

Page 6

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

Insurer: LOUISIANA WORKERS' COMPENSATION CORPORATION

Policy Number 86037-D

Insured: STATE OF LOUISIANA, LOUISIANA STADIUM &

**D. Premium Payments**

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

**E. Final Premium**

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short-rate cancellation table and procedure. Final premium will not be less than the minimum premium.

**F. Records**

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

**G. Audit**

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

**PART SIX – CONDITIONS**

**A. Inspection**

We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

**B. Long Term Policy**

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

**C. Transfer of Your Rights and Duties**

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

**D. Cancellation**

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.



**\*\* THIS PAGE DOES NOT HAVE TO BE RETURNED \*\***

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 99 00 00

Page 7

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

Insurer: LOUISIANA WORKERS' COMPENSATION CORPORATION  
Insured: STATE OF LOUISIANA, LOUISIANA STADIUM &

Policy Number 86037-D

2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancellation notice.
4. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.

**E. Sole Representative**

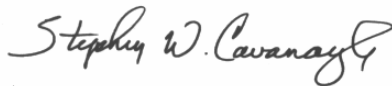
The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancellation.

**PART SEVEN – PROXY STATEMENT**

**Proxy Votes**

Election of several members of our Board of Directors and certain significant corporate transactions are determined by majority vote of our policyholders, unless a different vote is required by law or our bylaws. You designate, by means of the application for this policy, the members of the Board of Directors as your proxy to vote on these important matters. Payment of each premium extends the proxy's effectiveness unless revoked by you. This proxy may be revoked by you by giving written notice of the revocation. This revocation may be in any form of writing either revoking the proxy or designating a different proxy and must be sent to us at 2237 South Acadian Thruway, Baton Rouge, Louisiana, 70808. In lieu of giving your proxy by means of the application for this policy, you may designate any other policyholder as your proxy by any form of writing which includes the policyholder's name and policy number, sent to us as indicated above. Notice of meetings to the proxy constitutes notice to the policyholders giving their proxies. However, additional notice of meetings will be sent to you or your proxy upon your proxy's written request for such notice directed to our secretary.

ISSUED BY THE LOUISIANA WORKERS' COMPENSATION CORPORATION:



BY: \_\_\_\_\_  
PRESIDENT/CEO



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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

LWCC 4

**GENERAL ENDORSEMENT**

Insurer: LOUISIANA WORKERS' COMPENSATION CORPORATION  
 Insured: STATE OF LOUISIANA, LOUISIANA STADIUM &

Policy Number: 86037-D

Schedule of Workplaces and Trading as Names:

Locations:

Effective: 07/01/2004  
 626 N 4th St, 4th Floor  
 Baton Rouge, LA 70802

Effective: 07/01/2004  
 New Orleans Arena  
 Sugarbowl Drive  
 New Orleans, LA 70112

Effective: 07/01/2004  
 One Sugar Bowl Drive  
 New Orleans, LA 70112

Effective: 07/01/2004  
 1635 Girod Street  
 New Orleans, LA 70112

The following named businesses are included in policy coverage:

NAME	FEDERAL ID	EFF DATE	CANCEL DATE
EXPOSITION DISTRICT AND	232511871	01-JUL-04	01-JUL-05
NEW ORLEANS ARENA	232511871	01-JUL-04	01-JUL-05
SMG/FACILITY MGMT. OF LA, INC.A/T/I/M/A	232511871	01-JUL-04	01-JUL-05
STATE OF LOUISIANA, LOUISIANA STADIUM &	232511871	01-JUL-04	01-JUL-05



**\*\* THIS PAGE DOES NOT HAVE TO BE RETURNED \*\***

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

LWCC 7

**NOTICE OF CANCELLATION ENDORSEMENT**

Insurer: LOUISIANA WORKERS' COMPENSATION CORPORATION  
Insured: STATE OF LOUISIANA, LOUISIANA STADIUM &

Policy Number 86037-D

This endorsement modifies insurance provided under all Coverage Parts.

Except for non-payment of premium, the "Cancellation" condition or "Canceling this Policy during the Policy Period" Condition is amended to read 120 days.

Our notification of cancellation will only extend to company names and addresses correctly on file with LWCC.



**\*\* THIS PAGE DOES NOT HAVE TO BE RETURNED \*\***

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

LWCC 13

Page 1 of 2

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

Insurer: LOUISIANA WORKERS' COMPENSATION CORPORATION  
Insured: STATE OF LOUISIANA, LOUISIANA STADIUM &

Policy Number 86037-D

**IMPORTANT NOTICE:**

THE INSURANCE PROVIDED BY THIS ENDORSEMENT IS LIMITED. PLEASE READ THE ENDORSEMENT CAREFULLY, PARTICULARLY PARAGRAPH IV, DEFINITION.

**IF YOU HIRE ANY EMPLOYEES TO WORK OUTSIDE LOUISIANA OR BEGIN OPERATIONS IN ANY STATE OTHER THAN LOUISIANA, YOU MUST OBTAIN INSURANCE COVERAGE IN THAT STATE AND DO WHATEVER ELSE MAY BE REQUIRED UNDER THAT STATE'S LAW, AS THIS LIMITED OTHER STATES ENDORSEMENT DOES NOT SATISFY THE REQUIREMENTS OF THAT STATE'S WORKERS' COMPENSATION INSURANCE LAW.**

**Part Three** – Other States Insurance of the policy is deleted and replaced with the following: This endorsement adds Louisiana Workers' Compensation Corporation Limited Other States Insurance to the policy for incidental operations only.

**I. Limited Other States Insurance**

**A. How this insurance applies to incidental operations.**

We will pay promptly, when due, the benefits required of you by the workers compensation law of any state other than Louisiana, but only if the claim for such benefits involves work performed by a Louisiana employee. If we are not allowed to pay benefits on your behalf, we will reimburse you for amounts you are required to pay in designated states.

Section C through H of Part One of the policy will apply to Limited Other States insurance provided in this endorsement.

**II. Employers Liability Insurance**

Part Two (Employers Liability Insurance) applies to incidental operations of the insured covered by this endorsement as though the states shown in the Schedule were shown in Item 3.A. of the Information Page of the policy.

**III. The following exclusions apply to the Limited Other States insurance provided by this endorsement and are in addition to the provisions stated in Part Two of the Workers' Compensation and Employers' Liability Policy:**

**A. The insurance afforded by this endorsement does not cover:**

1. bodily injury to an employee while employed in work in a state where you have secured your obligation under the workers' compensation law by other insurance or by self-insurance;
2. bodily injury to an employee while employed in work in a state where you affirmatively rejected the workers' compensation law;
3. punitive or exemplary damages because of bodily injury to an employee.



PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	SCHEDULE C	*		*	
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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

LWCC 13  
Page 2 of 2

### **WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

Insurer: LOUISIANA WORKERS' COMPENSATION CORPORATION  
Insured: STATE OF LOUISIANA, LOUISIANA STADIUM &

Policy Number 86037-D

#### **IV. Definition:**

- A. "Incidental operations" means all of your operations in the states listed in the Schedule except for operations performed at or from a permanent location.
- B. "Louisiana employee" means an employee whose employment is principally localized in the State of Louisiana, or an employee who is working under a contract of hire made in Louisiana.
- V. The premium basis and rates for the classifications of work in any states shown in the Schedule are the same as if the work had been done in Louisiana.

#### **Schedule**

Designated States: All states except those states listed in Item 3.A. of the Information page and North Dakota, Ohio, Washington, West Virginia and Wyoming.



**\*\* THIS PAGE DOES NOT HAVE TO BE RETURNED \*\***

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

LWCC 38A

**PREMIUM OBLIGATIONS ENDORSEMENT**

Insurer: Louisiana Workers' Compensation Insurance  
Insured: STATE OF LOUISIANA, LOUISIANA STADIUM &

Policy No. 86037-D

Part Five - Premium, Section D. Premium Payments is replaced with the following:

**D. Premium Payments**

You will pay all premiums when due. You will pay the premium even if part or all of a workers compensation law is not valid. Failure to provide us with a timely payment of premium may constitute a material breach of the insurance contract. The LWCC will assess a late fee of \$25.00 or 1% of any unpaid balance, whichever is greater, on any late payment of premium. You also agree to pay us for all damages caused by your breach including, but not limited to, unpaid premium amounts, attorney fees, and any costs incurred in collection of any unpaid premium amounts.

Part Five - Premium, Section H. Consideration is added to read as follows:

**H. Consideration**

The LWCC is a private, nonprofit, mutual insurance company. As with other private carriers, the laws and protections prescribed in the Louisiana Insurance Code apply to us. The full faith and credit of the state of Louisiana does not guarantee the legal obligations of the LWCC under this policy or the legal obligations of any other private carrier doing business in the state.

**Other terms**

All other terms remain the same.



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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 01A

### ALTERNATE EMPLOYER ENDORSEMENT

Insurer: LOUISIANA WORKERS' COMPENSATION CORPORATION  
Insured: STATE OF LOUISIANA, LOUISIANA STADIUM &

Policy Number 86037-D

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

#### Schedule

- Alternate Employer**  
BLANKET **Address**
- State of Special or Temporary Employment**
- Contract of Project**  
This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.



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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 04 14

### NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT

Insurer: LOUISIANA WORKERS' COMPENSATION CORPORATION  
Insured: STATE OF LOUISIANA, LOUISIANA STADIUM &

Policy Number 86037-D

Experience rating is mandatory for all eligible insureds. The experience rating modification factor, if any, applicable to this policy, may change if there is a change in your ownership or in that of one or more of the entities eligible to be combined with you for experience rating purposes. Change in ownership includes sales, purchases, other transfers, mergers, consolidations, dissolutions, formations of a new entity and other changes provided for in the applicable experience rating plan manual.

You must report any change in ownership to us in writing within 90 days of such change. Failure to report such changes within this period may result in revision of the experience rating modification factor used to determine your premium.



**\*\* THIS PAGE DOES NOT HAVE TO BE RETURNED \*\***

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 04 19

**PREMIUM DUE DATE ENDORSEMENT**

Insurer: LOUISIANA WORKERS' COMPENSATION CORPORATION  
Insured: STATE OF LOUISIANA, LOUISIANA STADIUM &

Policy Number 86037-D

This endorsement is used to amend:

Section D. of Part Five of the policy is replaced by this provision.

**PART FIVE – PREMIUM**

D. **Premium** is amended to read:

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid. **The due date for audit and retrospective premiums is the date of the billing.**



**\*\* THIS PAGE DOES NOT HAVE TO BE RETURNED \*\***

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 04 20

Page 1 of 2

### TERRORISM RISK INSURANCE ACT ENDORSEMENT

Insurer: LOUISIANA WORKERS' COMPENSATION CORPORATION  
Insured: STATE OF LOUISIANA, LOUISIANA STADIUM &

Policy Number: 86037-D

This endorsement addresses requirements of the Terrorism Risk Insurance Act of 2002.

#### Definitions

The definitions provided in this endorsement are based on the definitions in the Act and are intended to have the same meaning. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

"Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments.

"Act of terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States as meeting all of the following requirements:

- a. The act is an act of terrorism.
- b. The act is violent or dangerous to human life, property or infrastructure.
- c. The act resulted in damage within the United States, or outside of the United States in the case of United States missions or certain air carriers or vessels.
- d. The act has been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

"Insured terrorism or war loss" means any loss resulting from an act of terrorism (including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at United States missions or to certain air carriers or vessels.

"Insurer deductible" means:

- a. For the period beginning on November 26, 2002 and ending on December 31, 2002, an amount equal to 1% of our direct earned premiums, as provided in the Act, over the calendar year immediately preceding November 26, 2002.
- b. For the period beginning on January 1, 2003 and ending on December 31, 2003, an amount equal to 7% of our direct earned premiums, as provided in the Act, over the calendar year immediately preceding January 1, 2003.
- c. For the period beginning on January 1, 2004 and ending on December 31, 2004, an amount equal to 10% of our direct earned premiums, as provided in the Act, over the calendar year immediately preceding January 1, 2004.
- d. For the period beginning on January 1, 2005 and ending on December 31, 2005, an amount equal to 15% of our direct earned premiums, as provided in the Act, over the calendar year immediately preceding January 1, 2005.

#### Limitation of Liability

The Act may limit our liability to you under this policy. If annual aggregate insured terrorism or war losses of all insurers exceed \$100,000,000,000 during the applicable period provided in the Act, and if we have met our insurer deductible, the amount we will pay for insured terrorism or war losses under this policy will be limited by the Act, as determined by the Secretary of the Treasury.



**\*\* THIS PAGE DOES NOT HAVE TO BE RETURNED \*\***

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 04 20

Page 2 of 2

**TERRORISM RISK INSURANCE ACT ENDORSEMENT**

Insurer: LOUISIANA WORKERS' COMPENSATION CORPORATION

Policy Number: 86037-D

Insured: STATE OF LOUISIANA, LOUISIANA STADIUM &

**Policyholder Disclosure Notice**

1. Insured terrorism or war losses would be partially reimbursed by the United States Government under a formula established by the Act. Under this formula, the United States Government would pay 90% of our insured terrorism or war losses exceeding our insurer deductible.
2. The additional premium charged for the coverage this policy provides for insured terrorism or war losses is shown in Item 4 of the Information Page or the Schedule below.

**Schedule**

State	Rate per \$100 of Remuneration
Louisiana	\$ 0.02

**This charge will be invoiced at the time of the final audit billing.**



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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

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### LOUISIANA AMENDATORY ENDORSEMENT

Insurer: LOUISIANA WORKERS' COMPENSATION CORPORATION  
Insured: STATE OF LOUISIANA, LOUISIANA STADIUM &

Policy Number: 86037-D

This endorsement applies only to the insurance provided by the Policy because Louisiana is shown in Item 3.A. of the Information Page.

### PART SIX – CONDITIONS

The **Cancellation** Condition of the policy is replaced by this Condition:

#### D. Cancellation

1. If coverage has not been in effect for sixty days and the policy is not a renewal, cancellation shall be effected by mailing or delivering a written notice to the first-named insured at the mailing address shown on the policy at least sixty days before the cancellation effective date, except in cases where cancellation is based on nonpayment of premium. Notice of cancellation based on nonpayment of premium shall be mailed or delivered at least ten days prior to the effective date of cancellation. After coverage has been in effect for more than sixty days or after the effective date of a renewal policy, no insurer shall cancel a policy unless the cancellation is based on at least one of the following reasons:
  - a. Nonpayment of premium.
  - b. Fraud or material misrepresentation made by or with the knowledge of the named insured in obtaining the policy, continuing the policy, or in presenting a claim under the policy.
  - c. Activities or omissions on the part of the named insured which change or increase any hazard insured against, including a failure to comply with loss control recommendations.
  - d. Change in the risk which increases the risk of loss after insurance coverage has been issued or renewed, including an increase in exposure due to regulation, legislation, or court decision.
  - e. Determination by the commissioner of insurance that the continuation of the policy would jeopardize a company's solvency or would place the insurer in violation of the insurance laws of this state or any other state.
  - f. Violation or breach by the insured of any policy terms or conditions.
  - g. Such other reasons that are approved by the commissioner of insurance.
2.
  - a. A notice of cancellation of insurance coverage by an insurer shall be in writing and shall be mailed or delivered to the first-named insured at the mailing address as shown on the policy. Notices of cancellation based on conditions 1.b. through 1.g. above shall be mailed or delivered at least thirty days prior to the effective date of the cancellation; notices of cancellations based upon condition 1.a. above shall be mailed or delivered at least ten days prior to the effective date of cancellation. The notice shall state the effective date of the cancellation.
  - b. The insurer shall provide the first-named insured with a written statement setting forth the reason for the cancellation where the insured requests such a statement in writing and the named insured agrees in writing to hold the insurer harmless from liability for any communication giving notice of or specifying the reasons for a cancellation or for any statement made in connection with an attempt to discover or verify the existence of conditions which would be a reason for cancellation under this endorsement.
3. Nothing in this endorsement shall require an insurer to provide a notice of cancellation or a statement of reasons for cancellation where cancellation for nonpayment of premium is effected by a premium finance agency or other entity pursuant to a power of attorney or other agreement executed by or on behalf of the insured.



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### LOUISIANA AMENDATORY ENDORSEMENT

Insurer: LOUISIANA WORKERS' COMPENSATION CORPORATION  
Insured: STATE OF LOUISIANA, LOUISIANA STADIUM &

Policy Number: 86037-D

4. An insurer may decide not to renew a policy if it delivers or mails to the first-named insured at the address shown on the policy written notice it will not renew the policy. Such notice of nonrenewal shall be mailed or delivered at least sixty days before the expiration date. Such notice to the insured shall include the insured's loss run information for the period the policy has been in force within, but not to exceed the last three years of coverage. If the notice is mailed less than sixty days before expiration, coverage shall remain in effect under the same terms and conditions until sixty days after notice is mailed or delivered. Earned premium for any period of coverage that extends beyond the expiration date shall be considered pro rata based upon the previous year's rate. For purposes of this endorsement, the transfer of a policyholder between companies within the same insurance group shall not be a refusal to renew. In addition, changes in the deductible, changes in rate, changes in the amount of insurance, or reductions in policy limits or coverage shall not be refusals to renew.
5. Notice of nonrenewal shall not be required if the insurer or a company within the same insurance group has offered to issue a renewal policy, or where the named insured has obtained replacement coverage or has agreed in writing to obtain replacement coverage.
6. If an insurer provides the notice described in paragraph 4 above and thereafter the insurer extends the policy for ninety days or less, an additional notice of nonrenewal is not required with respect to the extension.
7. An insurer shall mail or deliver to the named insured at the mailing address shown on the policy written notice of any rate increase, change in deductible, or reduction in limits or coverage at least thirty days prior to the expiration date of the policy. If the insurer fails to provide such thirty-day notice, the coverage provided to the named insured at the expiring policy's rate, terms, and conditions shall remain in effect until notice is given or until the effective date of replacement coverage obtained by the named insured, whichever first occurs. For the purposes of this paragraph, notice is considered given thirty days following date of mailing or delivery of the notice. If the insured elects not to renew, any earned premium for the period of extension of the terminated policy shall be calculated pro rata at the lower of the current or previous year's rate. If the insured accepts the renewal, the premium increase, if any, and other changes shall be effective the day following the prior policy's expiration or anniversary date.
8. Paragraph 7 shall not apply to the following:
  - a. Changes in a rate or plan filed with the insurance rating commission and applicable to an entire class of business.
  - b. Changes based upon the altered nature or extent of the risk insured.
  - c. Changes in policy forms filed and approved with the commissioner and applicable to an entire class of business.
  - d. Changes requested by the insured.
9. Proof of mailing of notice of cancellation, or of nonrenewal or of premium or coverage changes, to the named insured at the address shown in the policy, shall be sufficient proof of notice.

Section I., **Actions Against Us**, of Part Two (Employers Liability Insurance) of the policy is replaced by the following:

#### I. **Actions Against Us**

You may not bring an action against us under this insurance unless:

1. You have complied with all the terms of this policy; and
2. The amount you owe has been determined with our consent or by actual trial and final judgment.

The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.



PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
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### LOUISIANA AMENDATORY ENDORSEMENT

Insurer: LOUISIANA WORKERS' COMPENSATION CORPORATION  
Insured: STATE OF LOUISIANA, LOUISIANA STADIUM &

Policy Number: 86037-D

This Condition is added to the policy:

#### **Your Right to Remove Agent**

We will not change or remove the agent of record who wrote this policy prior to the termination or renewal of this policy unless you request the change or removal. If you request the change or removal of the agent, we will notify the agent in writing 15 days in advance of the change or removal.



PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
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Insurer: LOUISIANA WORKERS' COMPENSATION CORPORATION      Policy No: 86037-D

2237 S ACADIAN THRUWAY  
BATON ROUGE, LA 70808  
Carrier Id: 30120  
A Mutual Company

Insured:

Producer:

STATE OF LOUISIANA, LOUISIANA STADI  
One Sugar Bowl Drive  
%Amy Bardales  
New Orleans, LA 70112

EUSTIS INSURANCE INC.  
1340 Poydras Street, Suite 1900  
New Orleans, LA 70112

Federal ID: 232511871

INSTALLMENT PAYMENT PROGRAM

Policy Period: 07/01/2004-07/01/2005

Estimated Premium:    \$                      \$572,972.00

Due as follows:

Due Date	Amount
07/01/2004	\$572,972.00

**\* NOTE \***

This schedule reflects your Estimated Annual Premium. Future adjustments may cause your scheduled payments to change. Please refer to your most recent invoice for the correct payment amount and due date. Items received after the due date will be subject to a late fee of \$25 or 1% of your past due premium, whichever is greater, and a Cancellation Notice will be issued.

**Please make your check payable to LWCC.  
If you have any questions concerning this billing, please call the  
POLICYHOLDER SERVICES HOTLINE at 888-715-9379**

Date Printed: 06/03/2004



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## IMPORTANT INFORMATION ABOUT YOUR POLICY

Thank you for choosing LWCC. Our goal is to show you first hand how workers' compensation is supposed to work. As part of that service, we want you to be aware of certain conditions and contractual requirements that are part of your attached Workers' Compensation and Employers Liability policy.

Your policy has an effective date and an expiration date listed on the Information Page. It also identifies the terms, conditions and coverages in effect during this policy term. We suggest you read it carefully. Below are two important requirements:

**1. Contract Labor.** If your business uses contract labor or casual labor and those individuals do not have their own workers' compensation insurance, they become an exposure under your policy. You are required to report to LWCC the amount paid to them as payroll for workers' compensation purposes. If you do not, these premium charges will be picked up at audit. *You can avoid this charge by requiring a certificate of insurance for workers' compensation from all contract labor or casual labor working for you. Make sure active owners have NOT excluded themselves from coverage.*

**2. Business Changes.** If you undertake a new enterprise that is not common to your normal business or if you experience any significant change in the size or nature of your business, *notify your agent immediately.* Such changes can affect your premium. If you do not notify us or your agent of these changes, they will be discovered at audit and additional premium may be due.



Thanks again for choosing LWCC. We look forward to a long-lasting partnership with you. If you ever need assistance, please call your Production Team at 888-715-9379.

LWCC 9086  
Team D  
04/03